

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
BUREAU OF WASTE MANAGEMENT
Solid Waste Form 1285
CORPORATE GUARANTEE FOR THIRD PARTY LIABILITY

Guarantee ("Guarantee"), made this _____ day of _____, _____, by _____,
a corporation organized and existing under the laws of the state of _____, herein referred to as
the "Guarantor", made on behalf of _____,
a subsidiary corporation of Guarantor organized and existing under the laws of the state of _____,
herein referred to as the "Guaranteed Subsidiary", to and for the benefit of third parties who have sustained
or may sustain damages or injuries caused by Guaranteed Subsidiary's operation of the Kansas solid waste
disposal area or processing facility identified in Recital 2.

RECITALS

1. Guarantor meets or exceeds the financial test criteria specified in K.A.R. 28-29-2108 and agrees to comply with the reporting requirements for guarantors specified in K.A.R. 28-29-2109, as either regulation may be amended.
2. Guaranteed Subsidiary owns or operates the following Kansas solid waste disposal area or processing facility for which the third party liability coverages identified following in compliance with K.S.A. 65-3407(h), as it may be amended, are provided by this Guarantee: _____

_____ Permit No. _____

Commercial General Liability:

Each Occurrence (minimum \$1,000,000) \$ _____

Annual Aggregate (minimum \$1,000,000) \$ _____

3. For value received from Guaranteed Subsidiary, Guarantor guarantees to any and all third parties who have sustained or may sustain damages or injuries with respect to the coverages afforded the disposal area or processing facility identified in Recital 2, caused by accidental occurrences arising from the operation of the disposal area or processing facility identified herein, that in the event Guaranteed Subsidiary fails to satisfy a judgement or award based on a determination of liability for the coverages afforded in Recital 2, or fails to pay an amount agreed to in settlement of a claim arising from or alleged to arise from such damage or injury, Guarantor will pay the amount of such judgement, award or settlement of claim, up to the limits of coverage stated in Recital 2.
4. The obligation of Guarantor does not apply to any of the following:
 - (a) Bodily injury or property damage for which Guaranteed Subsidiary is obligated to pay damages by reason of the assumption of liability in a contract agreement. This exclusion does not apply to liability for damages that Guaranteed Subsidiary would be obligated to pay in the absence of the contract agreement.
 - (b) Any obligation of Guaranteed Subsidiary under a worker's compensation, disability benefits or unemployment compensation law or any similar law.
 - (c) Bodily injury to:
 - (1) An employee of Guaranteed Subsidiary arising from, and in the course of, employment by Guaranteed Subsidiary; or
 - (2) The spouse, child, parent, brother or sister of that employee as a consequence of, or arising from, and in the course of employment by Guaranteed Subsidiary. This exclusion applies:
 - (A) Whether Guaranteed Subsidiary may be liable as an employer or in any other capacity; and
 - (B) To any other obligation to share damages with or repay another person who must pay damages because of the injury to persons identified in paragraphs (5)(c)(1) and (5)(c)(2).
 - (d) Bodily injury or property damage arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle or watercraft.
 - (e) Property damage to:
 - (1) Any property owned, rented, or occupied by Guaranteed Subsidiary;
 - (2) Premises that are sold, given away or abandoned by Guaranteed Subsidiary if the property damage arises out of any part of those premises, unless non-sudden pollution damage coverage is afforded in Recital 2, in which case this exclusion shall be null and void;
 - (3) Property that is loaned to Guaranteed Subsidiary;
 - (4) Personal property in the care, custody or control of Guaranteed Subsidiary; and
 - (5) That particular part of real property on which Guaranteed Subsidiary or any contractors working directly or indirectly on behalf of Guaranteed Subsidiary are performing operations, if the property damage arises out of those operations.
5. Guarantor agrees that if, at the end of any fiscal year before termination of this Guarantee, Guarantor fails to meet the financial test criteria specified in K.A.R. 28-29-2108, Guarantor shall send within 90 days after the end of such fiscal year, notice to the Kansas Department of Health and Environment ("KDHE") by certified mail that he intends to provide alternate financial assurance as allowed by law and regulations, in the name of Guaranteed Subsidiary. Within 120 days after the end of the said fiscal year, Guarantor shall provide such alternate financial assurance to KDHE, unless Guaranteed Subsidiary has done so.

6. Guarantor agrees that within 30 days after being notified by KDHE that Guarantor no longer meets the financial test criteria specified in K.A.R. 28-29-2108, or that Guarantor is disapproved from continuing as a guarantor of third party liability coverages, Guarantor shall establish alternate third party liability coverages as required by law and regulations in the name of Guaranteed Subsidiary, unless Guaranteed Subsidiary has done so.
7. Guarantor agrees to notify KDHE by certified mail of a voluntary or involuntary proceeding in bankruptcy, naming Guarantor as a debtor, within 10 days after commencement of the proceeding
8. Guarantor reserves the right to modify this Guarantee to take into account amendments or modifications of third party liability coverage required by applicable law and regulations, provided however, that any such modification of this Guarantee shall not become effective unless and until Guarantor receives the written approval of KDHE for the modification.
9. Guarantor agrees to remain bound under this Guarantee for as long as Guaranteed Subsidiary must comply with the third party liability requirements of law and regulations, except as provided in Recital 10.
10. Guarantor may terminate this Guarantee 120 days after the receipt, by certified mail, of a notice of cancellation by both Guaranteed Subsidiary and KDHE, as evidenced by the return receipts, provided however, that this Guarantee shall not be terminated unless and until Guaranteed Subsidiary establishes alternate third party liability coverage as allowed by law and regulations, and its use has been accepted by KDHE.
11. Guarantor expressly waives notice of acceptance of this Guarantee by any party.
12. Guarantor agrees that this Guarantee is in addition to and does not affect any other responsibility or liability of the Guarantor with respect to the guaranteed disposal area or processing facility.
13. In the event of a combination of this Guarantee with another instrument or method to meet third party liability requirements, this Guarantee shall be considered primary coverage.
14. Guarantor shall satisfy a third party liability claim only on receipt of one of the following documents:
 - (a) Certification from Guaranteed Subsidiary and the third party claimant that the liability claim should be paid. The certification must be worded as follows except that instructions in brackets are to be replaced with the relevant information and the brackets eliminated:

Certification of Valid Claim

The undersigned, as parties [insert Guaranteed Subsidiary's name] and [insert name and address of the third party claimant] hereby certify that the claim of bodily injury and/or property damage caused by a [insert "sudden" or "non-sudden"] accidental occurrence arising from operating [name of Principal's Kansas solid waste disposal area or processing facility] should be paid in the amount of \$_____.

Name of Guaranteed Subsidiary
 Signature and Seal of Guaranteed Subsidiary
 Date Signed
 Signature and Seal of the Notary

Name of the Third Party Claimant
 Signature of the Third Party Claimant
 Date Signed
 Signature and Seal of the Notary

- (b) A valid court order establishing a judgement against Guaranteed Subsidiary for bodily injury and/or property damage caused by accidental occurrences arising from Guaranteed Subsidiary's operation of the guaranteed solid waste disposal area or processing facility.

Guarantor has caused this Guarantee to be executed by its officer duly authorized, and its seal affixed and the signature attested, on the date appearing by the signature below.

SIGNED FOR THE GUARANTOR

/S/ _____

Name _____

Title _____

Date _____

Seal

Signature Attested by the Notary